

which the "Company" is entitled shall amount to said one and one-fourth second feet, in a continuous flow, during the months of April, May, June, July, August, and September of each and every year and five-eighths (5/8) of a second foot in a continuous flow if the proportion of said flow to which the "Company" is entitled shall amount to said five eighths of a second foot during the months of October, November, December, January, February, and March of each and every year, it being understood and agreed that in the event that said continuous flow may be interrupted temporarily or fall below said quantities because of drought, freezing weather, or other casualty over which the "Company" may have no control, the failure on the part of the "City" to obtain or receive the same shall not be construed or interpreted to constitute a breach of this contract on the part of the "Company". It is also understood and agreed that the said quantities of water to which the "City" may be entitled under this contract from Little Cottonwood Creek as aforesaid subject to the right of the Salt Lake County Water Company, its successors and assigns, with the reversion and reversions, and the rents, issues and profits thereof, to have, take, and use out of the proportion of the water to which the "Company" is entitled by virtue of said decree as set out in said decree of June 16, 1910, File #4802, hereinbefore referred to.

2. The place or the point or points of diversion of the water to which the "City" may be entitled under this agreement, may be changed from the point at which the "Company" is or has been, or may be entitled to receive or divert said water from said Little Cottonwood Creek at the cost, risk, and expense of the "City," provided, however, and it is agreed that in making any change of the place, point or points of diversion of said water of the said Little Cottonwood Creek which the "Company" is agreeing to exchange with the "City", no vested or accrued rights shall be injured or interfered with and all rights reserved by the "Company" to it, its successors, or assigns, grantees or lessees, or any rights heretofore conveyed by the "Company" to the Little Cottonwood Water Company, a corporation, or to it or its stockholders or to the Salt Lake County Water Company, itself or their successors or assigns, or any reversion or reversions thereof; and this contract is expressly made subject to all of the terms, provisions, and limitations of that certain decree made and entered in the Third Judicial District Court of the State of Utah, in and for the County of Salt Lake, entitled the "Union and East Jordan Irrigation Company" a corporation, plaintiff, vs. Richards Irrigation Company, a corporation, et al., defendants, made and entered by the Honorable C. W. Morse, Judge, on the 16th day of June, 1910, File #4802.

Subject however, to the provisions herein set forth, the "City" may use the name of the "Company" in such application or applications or proceedings as it may find necessary to affect such a change of place or point or points of diversion or use to which said water may be applied, keeping and saving and protecting the rights of the "Company" reserved to it, and keeping, saving, and